

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
MARSHALL DIVISION**

LIONRA TECHNOLOGIES LTD.,

Plaintiff,

v.

FORTINET, INC.,

Defendant.

Case No. 2:23-cv-00206-JRG  
(Lead Case)

**JURY TRIAL DEMANDED**

LIONRA TECHNOLOGIES LTD.,

Plaintiff,

v.

CISCO SYSTEMS, INC.,

Defendant.

Case No. 2:23-cv-00207-JRG  
(Member Case)

**JOINT STIPULATION REGARDING U.S. PATENT NO. 9,264,441 BY LIONRA  
TECHNOLOGIES LIMITED AND CISCO SYSTEMS, INC.**

Plaintiff Lionra Technologies Limited (“Lionra”) and Defendant Cisco Systems, Inc. (“Cisco”) hereby stipulate and agree as follows:

WHEREAS, on May 9, 2023, Lionra filed a complaint (Dkt. No. 1) (the “Complaint”) in *Lionra Technologies Limited v. Cisco Systems, Inc.*, Case No. 2:23-cv-00207, the above-captioned action, alleging certain Cisco products identified therein infringed U.S. Patent No. 9,264,441 (“the ’441 Patent”) and 7,623,518 (“the ’518 Patent”) (collectively, the “patents-in-suit”);

WHEREAS, on July 20, 2023, Cisco filed an Answer (Dkt. No. 25) raising defenses of, *inter alia*, non-infringement and invalidity;

WHEREAS, on December 4, 2023, Lionra filed an Amended Complaint (Dkt. No. 42) dropping the '441 patent;

WHEREAS, Cisco has not yet filed a petition for *Inter Partes* Review (IPR) of the '441 Patent;

NOW, THEREFORE, in consideration thereof and of the mutual agreements, provisions and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the Parties HEREBY STIPULATE AND AGREE AS FOLLOWS:

1. Lionra, for and on behalf of itself, as well as any of its predecessors, successors, assigns, directors, officers, employees, and agents, hereby releases and unconditionally and irrevocably covenants to refrain from making any claim(s) or demand(s) against Cisco or any of its parents, subsidiaries, divisions, and affiliates, as well as any of their predecessors, successors, assigns, directors, officers, employees, agents, and distributors (collectively, "the Cisco Covenanted Parties") based on any possible cause of action arising under the patent laws of the United States, relating to any claim of the '441 Patent with respect to any product made, used, sold, offered for sale, or imported by the Cisco Covenanted Parties, regardless of whether the products are made, used, offered for sale, or imported before, on, or after the date of this covenant. The covenant for the '441 Patent extends through the life of the '441 Patent plus the resulting 6-year statutory damages period set forth in 35 U.S.C. § 286. For avoidance of doubt, this covenant does not apply to the '518 Patent.

2. Cisco will not file an IPR against the '441 Patent;

3. This Stipulation is the sole and entire agreement between Cisco and Lionra made in connection with, or in contemplation of, an IPR against the '441 Patent.

Dated: January 11, 2024

Respectfully submitted,

By: /s/ Brett Cooper

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**CERTIFICATE OF CONFERENCE**

The undersigned hereby certifies that counsel for Parties complied with the meet and confer requirement in Local Rule CV-7(h) on January 11, 2024, and the Parties are in agreement as to this Notice's substance, as indicated by the signatures of counsel for all Parties.

/s/ Brett Cooper  
Brett Cooper

**CERTIFICATE OF SERVICE**

The undersigned certifies that the foregoing document was filed electronically in compliance with Local Rule CV-5(a). As such, this document was served on all counsel who are deemed to have consented to electronic service. Local Rule CV-5(a)(3)(A).

/s/ Brett Cooper  
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